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इस भाग में भिन्न पृष्ठ संख्या की जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग IV

PART IV

गैर-सरकारी व्यक्तियों और गैर-सरकारी संस्थाओं के विकापन और सुधाराएं

Advertisements and Notices by Private Individuals and Private Bodies

NOTIFICATION BY THE ADONI OILSEEDS & OIL EXCHANGE LTD., ADONI

The approval of the Secretary, Forward Markets Commission, under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry, Notification No. S.O. 1162 dated the 4th May 1960, has been obtained on the 11th November 1965 to the following amendments made to the Bye-laws of the Adoni Oilseeds & Oil Exchange Ltd., Adoni.

AMENDMENTS

2. In pursuance of proviso to Sub-section (4) of Section 11 of the said Act, the approval of the Secretary, Forward Markets Commission, has been obtained for dispensing with, in the interest of the trade, the condition of previous publication of the above amendments.

T. RAMAMURTI

Secretary

Adoni Oilseeds & Oil Exchange Ltd.
Adoni

Adoni :

Date : 13-11-1965.

ANNEXURE

Important Bye-laws and provisions for non-transferable specific delivery contracts for Cottonseed and Groundnut-oil.

Definition.—“Non-transferable specific delivery contract” means a non-transferable specific delivery contract as defined in the Forward contracts (Regulation) Act, 1952, entered into, performed and regulated in accordance with Bye-laws 1 to 12.

(1) Bye-laws 1 to 12 are additional bye-laws relating to non-transferable specific contracts for Cottonseed and groundnut-oil. All the other bye-laws of the Exchange as may be in force from time to time shall also be applicable to such contracts and shall be binding on the members in so far as they are not specifically dealt with in and are not repugnant to these additional bye-laws.

Provided that the provisions in the other bye-laws regarding clearing shall not apply to non-transferable specific delivery contracts for Cottonseed or groundnut-oil.

(2) Every non-transferable specific delivery contract made subject to these bye-laws shall take effect as a contract wholly made at Adoni.

(3) The non-transferable specific delivery contract shall be entered into only between members or between a member and a non-member.

(4) All non-transferable specific delivery contracts shall be made in the prescribed form serially numbered and supplied by the Exchange. The contract shall be made in quadruplicate one copy each to be retained by the parties to the contract, one to be submitted to the Exchange forthwith and the fourth to be kept by the broker. The parties to the contract shall not include any special terms in the contract which are repugnant to the terms and conditions laid down in these bye-laws.

(4)(A) Every member shall send to the Exchange periodical statements of non-transferable specific delivery contracts entered into by him in such form and manner as may be prescribed by the Board of Directors.

(5) (a) The Board of Directors, before permitting non-transferable specific delivery contracts for any month, shall obtain the permission of the Forward Markets Commission for the same.

(b) The Forward Markets Commission shall have power not to grant such approval whenever it is considered expedient in the interest of the trade or in public interest so to do.

(c) No member shall enter into a non-transferable specific delivery contract for delivery in any month unless the Exchange has notified that such contracts are permitted.

(6) Every non-transferable specific delivery contract shall result in the delivery of goods in accordance with and subject to the provisions and procedures laid down in the relevant bye-laws.

(7) No non-transferable specific delivery contract, once entered into, shall be settled mutually or by offsetting or by hawala or in any manner, nor shall delivery under the contract be postponed to a later date except in accordance with the provisions of these bye-laws.

(7) (A) The parties to the contract, by mutual agreement, may extend the delivery date by a period not exceeding 15 days subject to the condition that they shall notify to the Exchange in writing the original date and

the extended date of delivery. If it becomes necessary to extend further the date of delivery mutually agreed upon, the parties shall apply to the Exchange in writing setting forth the reasons for extension of time. The Board of Directors shall have absolute discretion to extend or not the delivery time.

(8) With a view to ensuring due compliance with the terms and conditions of the contract, the Board of Directors, (whenever it finds necessary or if called upon by the Forward Markets Commission) may ask the members to furnish the following, as also other particulars, and members failing to do so will be liable to be penalised under the disciplinary bye-laws of the Exchange:—

- (i) Copies of the bills claiming moneys;
- (ii) numbers of the cheques issued for payment;
- (iii) railway receipt number, or the delivery order number, the date of delivery, etc.;
- (iv) other relevant particulars to show the mode of delivery.

(8) (A) Subject to the provisions of Bye-law (8)(c)

(1) in case the seller fails to give delivery, the buyer shall exercise any of the following options:—

- (i) Buy on the seller's account either railway receipt or ready goods on the subsequent day of the date of delivery (due date and claim from the seller the difference of the contract price and the purchase price).
- (ii) Close the transactions on the due date and claim from the seller the difference between the contract rate and the rate registered by the Exchange.
- (iii) Cancel the contract.

(2) The Buyer may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

(8) (B) Subject to the provisions of the Bye-law (8) (C):

(1) in case the buyer refuses to accept a railway receipt or delivery instructions, or if he fails to take delivery of the goods against the delivery instructions, the seller shall exercise any of the following options:—

- (i) sell on the buyer's account railway receipt or ready goods before the end of the next working day of the day on which the buyer refuses to accept the railway receipt or delivery instructions and claim from the buyer, the difference of contract price and sale price.
- (ii) close the contract on the day on which the buyer refuses to accept the railway receipt or delivery instructions or the buyer fails to take delivery of the goods against delivery instructions and claim difference between the contract price and the rate registered by the Exchange.
- (iii) cancel the contract on the day on which the buyer refuses to accept railway receipt or delivery instructions or the buyer fails to take delivery of the goods against the delivery order.

(2) The seller may exercise one option for some part of the contract and another option for another part of the contract at his discretion.

(8) (C) In each of the cases mentioned above in Bye-law (8) (A) and (8) (B), the buyer and the seller shall communicate to the Exchange in writing the failure or refusal, as the case may be, within five days. The party failing to give or take delivery shall give reasons for such failure and the opposite party shall, if it has exercised the option given in clause 1(ii) or 1(iii) of Bye-law (8) (A) or (8) (B), explain the reasons why he preferred the option. If he has exercised his option given in clause 1(i) of Bye-law (8) (A) or (8) (B), the party shall give particulars of the purchase or sale, as the case may be, effected by it.

The Board of Directors shall, from time to time, examine the aforesaid communications taking into account all relevant circumstances and if it is not satisfied with the reasons or explanation furnished by any party, or if it is not satisfied about the purchase or sale claimed to have been made by the party under clause 1(i) of Bye-law (8) (A) or (8) (B), it may subject the party to such disciplinary action including imposition of fine, suspension and expulsion as it may deem fit, after

giving the party an opportunity of being heard in the matter. With a view to restricting the use of the non transferable specific delivery contracts only for the purpose of giving or taking actual delivery of goods, and with a view to ensuring uniformity in dealing with cases of failure to give or take delivery, the Board of Directors of the Exchange do hereby fix 0.50 nP. per 10 kg as penalty in the case of groundnut oil for refusal either to give or take delivery.

(9) (a) The Board of Directors of the Exchange may, with the approval of the Commission, require, at any time and from time to time, the buyer or the seller or both to deposit, in the interest of trade, margins in respect of their outstanding non-transferable specific delivery contracts at the Exchange at the rates specified in Bye-law 213(1) of the Bye-laws of the Exchange in respect of groundnut oil.

(b) The Forward Markets Commission may, in the interest of the trade or in public interest, exercise the power contained in clause (a) above.

(10) No member shall enter into any non-transferable specific delivery contract for cottonseed or groundnut oil otherwise than on the terms and conditions prescribed under these bye-laws. Nothing contained in this bye law shall apply to a non-transferable specific delivery contract for cottonseed or groundnut oil entered into on the terms and conditions prescribed in the Bye-laws of another recognised association between members of that association or through or with any such member.

(11) Any non-transferable specific delivery contract entered into for cottonseed or groundnut oil which at the date of the contract is in contravention of the provisions of any of the bye-laws (4), (5), (6), (7), and (10) shall be illegal under the provisions of Section 15(3A) of the Forward Contracts (Regulation) Act, 1952.

(12) The delivery period, delivery centres, quantity and quality specifications in respect of non-transferable specific delivery contract shall be as specified in the respective contract.

"The Adoni Oilseeds & Oil Exchange Limited". Statement in respect of non-transferable specific delivery contracts in cottonseed and groundnut oil entered into by members.

(To be submitted in duplicate weekly on or before Tuesday covering business done during the week ending preceding Saturday.)

Member's Regd No.

Name of Member

		For the week from		to	
Date	Serial number of contract	Quantity (in tons) (contractwise Purchase, Sale)	Delivery period	Name of Seller/ Buyer.	Price per kg. Remarks
			TOTAL		

I/we hereby declare that the above is a true and complete statement of non-transferable specific delivery contracts in cottonseed/groundnut oil entered into by me/us during the week mentioned above.

Note (i) All purchase contracts entered into should be mentioned first in the statement followed by sale contracts.

(ii) For facility of easy references, members are advised to give serial number of contracts.

Signature of Member

Date

NOTIFICATION BY THE MADRAS OIL & SEED EXCHANGE LIMITED, MADRAS

The approval of the Secretary, Forward Markets Commission, under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with Notification of the Government of India, Ministry of Commerce & Industry No. S.O. 1162 dated the 4th May 1960, has been obtained to the following amendments made to the Bye-laws of the Madras Oil & Seeds Exchange Ltd, Madras, the same having been previously placed on the Notice Board of the Exchange pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

AMENDMENTS

I. After Bye-law No. 73 the following shall be added as new Bye-law 73(A) (i) & (ii) :—

Bye-law 73A (i) : "73A (i) No member of the Exchange shall trade in hedge contract/s in groundnut oil either on his own account or on account of any other person (member or non-member) with a non-member who is not registered with the Exchange in accordance with the procedure laid down by the Board with the prior concurrence of the Forward Markets Commission.

(ii) A person who is registered with the Exchange as in (i) above, may be liable to be fined and to cancellation of his registration for any breach of the conditions of registration on his part. The outstanding business in excess of the limit prescribed under the Bye-laws may be closed out in accordance with the terms of closure fixed by the Board, if not reduced to the prescribed limit within seven days or within such period as may be extended by the Board with the approval of the Forward Markets Commission by the person concerned from the date of the Board's orders".

II. For Bye-law 227(5), the following shall be substituted, namely :—

"227(5) : Notwithstanding anything contained in these Bye-laws, the Board may, from time to time, by a resolution passed by itself and concurred in by the Forward Markets Commission, fix such limit or limits upon daily trading by members or by registered non-members or upon the open position of members or controlled by members or upon the open position of registered non-members or controlled by registered non-members in respect of hedge contracts or transferable specific delivery contracts or both for any delivery or deliveries as the Board may consider necessary or desirable."

III. In Bye-law Nos. 74 to 80 whenever the word 'non-member/s' occurs the words "Registered non-member/s" shall be substituted.

V. S. KRISHNAMURTHI
Secretary

*The Madras Oil & Seeds Exchange Ltd.
Madras*

NOTIFICATION BY THE SURENDRANAGAR COTTON, OIL AND OILSEEDS ASSOCIATION LTD., SURENDRANAGAR

The approval of the Secretary, Forward Markets Commission under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with the Government of India, Ministry of Commerce and Industry Notification No. S.O. 1162, dated the 4th May 1960, has been obtained to the following amendments to the Bye-law of the Surendranagar.

AMENDMENTS

I. In Bye-law 113.—For the figure and word "20 Bedias", the figure and word "10 Bedias" shall be substituted.

II. In Bye-law 120(b).—For the figure "6", the figure "11" shall be substituted.

III. After clause (b) of Bye-law 121, the following new Bye-law shall be added as clause (c) namely :—

"(c) After the survey is demanded in respect of any Heap no change shall be made in the position of that Heap. However, if the goods from any such Heap are thrown off by wind or by any other natural calamity, a new Heap of the goods so thrown off shall be made near the original Heap in the presence of the buyer."

IV. In Bye-law 122(a).—For the words "the third Surveyor shall be appointed by the President" the words "the President shall appoint three Surveyors" shall be substituted.

V. After clause (b) of Bye-law 122, the following new Bye-law shall be added as clause (c), namely :—

"(c) The buyer shall have the option to ask for resurvey of tendered goods in the event of tendered goods

being found to be fraudulent or adulterated during weighment."

VI. In clause (a) of Bye-law 131, after the words "survey in one place", the words and figure "and the survey fee in respect of resurvey shall be Rs. 50 (Fifty) for each Heap" shall be added.

VII. After clause (a) of Bye-law 131, the following provision shall be added, namely :—

"Provided, however, that for the purpose of this Bye-law, the first 40 Bedias, and if the goods fall short of 40 Bedias or part thereof, taken up for resurvey shall be reckoned to be a Heap and every subsequent 20 Bedias or part thereof shall be reckoned to be a new Heap."

VIII. In Bye-law 132, after the words "to the buyer" occurring in the first line, the words "within the limit of 200 Bedias" shall be added.

IX. After Bye-law 132, the following Bye-law shall be added, namely :—

"132A. The Buyer shall deposit with the Association 100% of the value of goods for the first 200 Bedias if the tendered goods exceed 200 Bedias and thereafter 25% for every subsequent 100 Bedias or part thereof, and the buyer shall pay to the seller the remaining 75% of the value of goods immediately on taking delivery of which intimation shall be given to the Association. Thereupon the Association shall pay to the seller 25% of the value of goods deposited by buyer."

Sd. ILLEGIBLE

Secretary

*The Surendranagar Cotton, Oil & Oilseeds Association Ltd.
Surendranagar*

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER

Manager of Publications

CHANGE OF NAMES

I, hitherto known as KUBARI MAL son of Shri SAR SINGH, employed as Constable in Security Police Guard, Safdarjang Airport, residing at Safdarjang Airport, have changed my name and shall hereafter be known as SURAJ PAL SINGH.

It is certified that I have complied with other legal requirements in this connection.

KUBARI MAL

(Sd. in existing name)

I, hitherto known as R. S. SAMUEL son of Shri RAM SAHAI, employed as Post-Man in Nawabganj Post Office, residing at Jharibaba Parav, Cantt., Kanpur, have changed my name and shall hereafter be known as RAMSWARUP SUDARSHAN AZAD.

It is certified that I have complied with other legal requirements in this connection.

R. S. SAMUEL

13-12-65

(Sd. in existing name)

I, hitherto known as RANCHHODBHAI HALPATI son of Shri BHIKHUBHAI PATEL, employed as Clerk in Ranchhodbhai Bhikhubhai Halpati residing at Hirabagoal, T.S.O., P.O. Dabhoi, have changed my name and shall hereafter be known as RAMAKANT BHIKHUBHAI PATEL.

It is certified that I have complied with other legal requirements in this connection.

R. B. HALPATI

(Sd. in existing name)

I, hitherto known as UMESH SINGH son of Shri JAI PAL SINGH, employed as Mali in Delhi Electric Supply Undertaking, residing at H-270, D.E.S.U. Tripolia Colony, have changed my name and shall hereafter be known as JAGANNATH SINGH.

It is certified that I have complied with other legal requirements in this connection.

UMESH SINGH
(Sd. in existing name)

I, hitherto known as DAN SINGH BACHANE son of Ch. DHARAM SINGH, employed as Junior Scientific Assistant in Division of Mycology and Plant Pathology, I.A.R.I., New Delhi-12, have changed my name and shall hereafter be known as DAN SINGH MANN.

I hereby certify that I have already complied with the legal formalities required in this connection.

D. S. BACHANE
9-12-65
(Sd. in existing name)

I, hitherto known as N. SATHEESACHANDRAN PILLAI son of Shri E. NARAYANA PILLAI, employed as Asstt. Central Intelligence Officer, Gr. II in the Intelligence Bureau, Ministry of Home Affairs, Govt. of India, have changed my name and shall hereafter be known as N. SATISH CHANDRAN.

It is certified that I have complied with other legal requirements in this connection.

N. SATHEESACHANDRAN PILLAI
(Sd. in existing name)

I, hitherto known as HEMALATA BHASKAR RANADE daughter of Shri B. M. RANADE, employed as Mechanic in Swistik Textiles, Chembur, Bombay-71, residing at F/7, Charai, Chembur, Bombay-71, have changed my name and shall hereafter be known as Mrs. SHAMALA PRABHAKAR GODSE.

It is certified that I have complied with other legal requirements in this connection.

H. B. RANADE
(Sd. in existing name)